

The Honorable Richard A. Jones

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOMBARDIER, INC.,)	
)	NO. 2:18-cv-1543 RAJ
Plaintiff,)	
)	
v.v.)	DECLARATION OF LEE HUMAN
MITSUBISHI AIRCRAFT CORPORATION,)	
MITSUBISHI AIRCRAFT CORPORATION)	
AMERICA, INC.; AEROSPACE TESTING)	
ENGINEERING & CERTIFICATION, INC.;)	
MICHEL KORWIN-SZYMANOWSKI;)	
LAURUS BASSON; MARC-ANTOINE)	
DELARCHE; CINDY DORNÉVAL; KEITH)	
AYRE; and JOHN AND/OR JANE DOES 1-88,)	
)	
Defendants.)	

I, Lee Human, declare as follows:

1. I am the President and CEO of Aerospace Testing Engineering & Certification, Inc. ("AeroTEC"). I make this declaration based on personal knowledge and am otherwise competent to testify to the matters stated herein.

2. As its name implies, AeroTEC is in the business of testing, engineering and certification of aircraft for its clients. One of our clients is Mitsubishi Aircraft Corporation ("MITAC"). In mid-2014, MITAC formed a U.S. subsidiary, Mitsubishi Aircraft Corporation America, Inc. ("MITAC-A") and retained AeroTEC to assist with its efforts to design, develop

1 and certify the Mitsubishi Regional Jet (“MRJ”).

2 3. In May 2015, we hired Michel Korwin-Szymanowski, a former Bombardier
3 employee, as our Director, Test & Evaluation. In that role, Michel is responsible for the
4 management of AeroTEC resources for Instrumentation, Data Services, Flight Test Engineering
5 and Test Flights. He is responsible for all AeroTEC projects, not just the MRJ project.

6 4. From May 2015 to February 2016, Michel was heavily involved in organizing and
7 reporting on the build of the new MRJ flight test facility in Moses Lake, Washington. As part of
8 that build, Michel helped organize job fairs at a number of locations, including Florida, California,
9 Texas, and later job fairs in Montreal and Wichita. We certainly did not specifically target only
10 Bombardier or its employees, though we were aware that Bombardier was having financial
11 difficulties, closing its Mirabel flight test center, and laying off a number of its personnel.

12 5. On October 22, 2015, Bombardier sent me a letter enclosing a copy of a letter they
13 had sent to Michel on the same day. The letter to Michel accused him of breaching his
14 confidentiality obligations to Bombardier through efforts to recruit Bombardier employees. A
15 copy of the letter is attached to Bombardier’s Complaint as Exhibit B. We did not agree with
16 Bombardier’s claims of any impropriety, but since Michel was not critical to our recruitment
17 activities, and because AeroTEC had recently been invited by Bombardier to bid on a project for
18 them and we wanted to stay in their good graces, we decided to cancel the impending social events
19 and job fairs in Wichita and Montreal, and agreed Michel would not contact any Bombardier
20 employees going forward.

21 6. Our efforts did not satisfy Bombardier. I received a letter from their attorneys dated
22 April 26, 2016, accusing AeroTEC, Michel and others of continuing to interfere and breach
23 obligations to Bombardier. Bombardier suggested litigation might be avoided if AeroTEC, Michel
24 and all other former Bombardier employees at AeroTEC sign a form “Agreement and
25 Acknowledgment,” which included a provision that we would refrain from “[d]irectly or indirectly
26 soliciting or communicating with any current or recently departed employee of Bombardier
27 regarding any employment or similar opportunities for work outside of Bombardier[.]” A copy of

1 that letter and the attachments are attached to Bombardier's Complaint as Exhibit C. Although we
2 initially were willing to reasonably restrict current AeroTEC employees who previously had
3 worked at Bombardier from actively soliciting other Bombardier employees, we never agreed to
4 sign those agreements.

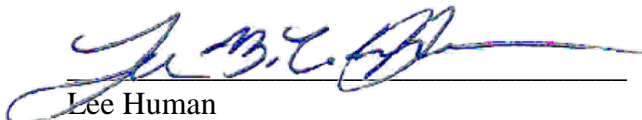
5 7. AeroTEC hired Laurus Basson, Marc-Antoine Delarche and Cindy Dornéval in
6 March 2016, May 2016, and February 2017, respectively. Delarche no longer works for AeroTEC.
7 AeroTEC has never wanted or needed to have access to any confidential or proprietary Bombardier
8 information. AeroTEC took reasonable precautions to ensure that newly hired employees would
9 not use or disclose any of their former employers' confidential information, including requiring
10 former-Bombardier employees to sign offer letters expressly stating they would not use or reveal
11 any Bombardier trade secrets or confidential or proprietary information to AeroTEC. This is a
12 practice we continue to this day.

13 8. In the Fall of 2017, we learned that Bombardier was accusing Basson, Delarche and
14 Dornéval of having stolen certain documents attached to emails that they had sent from their
15 Bombardier email account to their personal email accounts. Those very documents are now the
16 subject of this lawsuit.

17 9. I have never seen (and Bombardier has refused to allow me to see) any of the
18 documents at issue and filed under seal in this lawsuit. As the documents have been described by
19 Bombardier, they would be of minimal or no use.

20 I declare under penalty of perjury of the laws of the United States that the foregoing is true
21 and accurate.

22 Executed this 21st day of December, 2018, at Seattle, Washington.

23
24 
25 Lee Human
26
27